

IN THE UNITED STATES COURT
FOR THE DISTRICT OF PUERTO RICO

CHEVRON P.R., LLC,

Plaintiff,

v.

JOSE M. CRESPO-LORENZO,
ET AL.,

Defendants.

Civ. No.: 12-1562(JAF/SCC)

REPORT AND RECOMMENDATION

In response to Plaintiff's complaint, the presiding district judge issued a preliminary injunction and referred the matter to the undersigned for a damages hearing. Docket No. 12. On September 28, 2012, a damages hearing was held. *See* Docket No. 24. Defendant was not present for the hearing. We recommend that the Court impose damages consistent with Plaintiff's request.

Plaintiff seeks damages in the amount of \$131,598.00. Of those damages, \$100,000 consists of contract damages for loss

of income.¹ The remainder — \$31,598 — is the actual balance due to Chevron P.R. at the time the contract was terminated. See Pl.'s Exh. 7. We find that both of these amounts were supported by the evidence adduced at the hearing, and we therefore recommend that damages in the amount of \$131,598 be entered against Defendant.

IT IS SO RECOMMENDED.

The parties have fourteen days to file any objections to this report and recommendation. Failure to file the same within the specified time waives the right to appeal this report and recommendation. *Henley Drilling Co. v. McGee*, 36 F.3d 143, 150-51 (1st Cir. 1994); *United States v. Valencia-Copete*, 792 F.2d 4 (1st Cir. 1986).

In San Juan, Puerto Rico, this 9th day of January, 2013.

S/ SILVIA CARREÑO-COLL

UNITED STATES MAGISTRATE JUDGE

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1. The Supply Contract signed by Chevron P.R. and Defendant provides that if the contract is terminated “for reasons attributable to” Defendant, Defendant must compensate Chevron P.R. for “all of the damages that said default causes, including the loss of income . . . which loss of income is agreed to as of this moment will be for an amount not less than \$100,000.00.” Pl.'s Exh. 4, at ¶ 30(u).